

## GENERAL CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

### 1. SCOPE OF APPLICATION

**1.1.** These General Conditions apply to the supplies of products and/or services provided by the Supplier to a Bimbo Group Company.

**1.2.** The supply may be arranged by contract and/or by Purchase order. Each Bimbo Group Company that issues a purchase order or signs the contract will be considered a "Purchaser" and is solely responsible for the obligations and responsibilities assumed.

**1.3.** Bimbo Italia and any of its companies in the Bimbo Group have the right to assign and transfer, in whole or in part, any of their rights or obligations to any Company in the Group without the prior consent of the Supplier. The Supplier may not assign or transfer, even partially, any of its rights or obligations to third parties without the written consent of the Supplier.

**1.4.** These General Conditions constitute an integral part of the BIMBO Purchase Order and prevail over any general and/or specific contractual conditions of the Supplier.

### 2. PRODUCT OR SERVICE SPECIFICATIONS

The Supplier shall supply each product or service in accordance with the agreed technical specifications and terms set out in the Order.

Product specifications may also include packaging instructions.

Any failure of the product or service to comply with the applicable technical specifications or other instructions provided in the Order will be considered a breach.

### 3. PRODUCTION AND QUALITY

**3.1 Products:** The Supplier is responsible for the quality control of the finished product.

**3.1.1.** The Supplier shall retain samples and records of each batch for at least twelve (12) months from the date of production to ensure compliance with the Supply Agreement.

**3.2 . Services:** The Supplier shall perform the activities in a workmanlike manner and in accordance with best industry practice.

### 4. HEALTH AND SAFETY

**4. 1.** The Supplier shall train all its own personnel and those of third parties involved in the production and supply of the product or service to enable them to operate in a safe, effective and responsible manner. It shall maintain training records.

**4.2.** The Supplier shall ensure that the product is suitable for transport in accordance with applicable international and national legislation based on: (i) nature of the product, (ii) destination, (iii) mode of transport. This includes packaging, loading, load securing, labelling and documentation. Each delivery shall be accompanied by a delivery note with at least the batch number, number of units per batch and net weight.

### 5. PURCHASE ORDERS - ACCEPTANCE

**5.1.** Each purchase commitment will be formalized by BIMBO QSR through the issuance of a specific Order.

**5.2** By accepting the Order, the Supplier also accepts the technical and economic attachments.

Acceptance of the Order also implies acceptance of the Policies available at the site <https://grupobimbo.com/es/nosotros/politica> and of these General Conditions of which the Supplier specifically approves pursuant to art. 1341, paragraph 2 of the Italian Civil Code, the following clauses: 1.3, 1.4, 5.4, 6.2, 7.1, 8, 9, 13, 15 (ii) of the Code of Conduct and (iii) of the Organization, Management and Control Model prepared in accordance with Legislative Decree 231/2001 (the "Model 231"), available at the following link: <https://bimboqsr.com/it>

**5.2** The Order issued by BIMBO will be considered accepted, unless the Supplier sends a communication via certified email or equivalent instrument within seven days or in the shorter period provided for by any practices between Bimbo and the Supplier, from receipt of the Order.

The Supplier must promptly inform BIMBO if the Order contains incorrect or insufficient information.

**5.3** The commencement of the execution of the supplies covered by the Order by the Supplier constitutes full acceptance of the same and of the reference documents and related attachments.

**5.4** BIMBO reserves the right to refuse and not pay for any Supply that does not comply with the Purchase Order. Such supplies must be collected by the Supplier at its own risk, expense and care.

### 6. DELIVERY TERMS – SERVICE PERFORMANCE SCHEDULE

**6.1. Products:** The products must be delivered on time according to the agreed commercial term (Incoterms 2020). The responsibility for transportation lies with the Supplier. The Supplier is responsible for all consequences, costs and damages, caused by delays.

**6.1.1.** The goods must in any case be accompanied by a delivery note or transport document (DDT),

issued in accordance with current tax regulations, on which the order details must be indicated, specifying whether the order is executed in full or only in part. On each delivery note or DDT the number and content of the packages must be indicated, in addition to all the information required by current legislation.

**6.1.2.** Any changes to the scheduled delivery date must be previously authorised by BIMBO in writing.

**6.1.3.** Acceptance of deliveries after the agreed date does not constitute a waiver by BIMBO of its accrued rights and powers nor can it be construed as a form of acquiescence.

**6.1.4** Deliveries that do not comply with the Orders may be refused by BIMBO.

**6.2 Services:** The services entrusted with the Order must be performed in compliance with the execution deadline and the expected deadlines. The deadlines are essential in the interest of Bimbo.

**6.3** The signature on the delivery note or other document for the delivery of goods or services does not constitute proof of compliance with the agreed requirements.

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## 7. PRICES AND PAYMENT TERMS

**7.1.** The price is the one shown on each purchase order; it is invariable and not subject to revision or adjustments.

**7.2.** The payment terms are those indicated in the Order .

**7.3.** In order to ensure the regularity of payments, the Supplier undertakes to report on each invoice the Order number and the DDT number, the place of delivery and any other information reported on the order.

**7.4** Invoices must be issued exclusively in XML format and must be sent via SDI - the Revenue Agency's Exchange System ( [www.fatturapa.gov.it](http://www.fatturapa.gov.it) ) .

## 8. REPRESENTATIONS AND WARRANTIES

**8.1.1** The Supplier warrants that it possesses all necessary licenses and permits and complies with all applicable national and international laws, conventions and regulations.

**8.1.2** The Supplier shall indemnify Bimbo against all damages, claims, costs and expenses arising from violations of the Order.

**8.2.1** The Supplier shall promptly provide Bimbo with all current and any new information regarding product safety, occupational hygiene, environmental protection and for classification and labelling purposes.

**8.2.2** Upon Bimbo's request, Supplier shall provide the complete composition of the product for regulatory and compliance purposes.

**8.2.3** The Supplier shall provide all technical support relating to the products and services supplied, their production, approval by the authorities of the production, sale and export of the products, as well as any other document in its possession or which reasonably should be in its possession for the purpose of production, marketing and protection of the safety and health rules of the goods supplied.

**8.3** If the Supplier is authorised to access BIMBO's premises, it will be responsible for the actions of its employees and subcontractors necessary for the performance of the services.

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## 9. EXPORTS AND SANCTIONS

**9.1** Supplier (including all of its Affiliates, subcontractors and personnel) shall comply with all applicable domestic and international laws, regulations, governmental orders and policies relating to imports, export controls, sanctions, embargoes, anti-corruption, boycotts, anti-money laundering.

**9.2.** The Supplier assumes the risks and responsibilities arising from any violation and will indemnify Bimbo and/or all the Bimbo Group Companies involved from any loss, damage and penalty.

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## 10. SUPPLIER'S RESPONSIBILITY

**10.1.1. Products:** Unless otherwise agreed, the Supplier's liability for Defective Products is limited to defects which become apparent within twelve (12) months of delivery, except for defects caused by the Supplier's negligence or wilful misconduct, for which no time limit applies.

**10.1.2.** In derogation of art. 1495 of the civil code, the Parties agree that Bimbo may report to the Supplier any defects in the goods supplied and their packaging within 20 days of discovery, without prejudice in any case to compensation for damages suffered by Bimbo.

**10.1.3** In the event of a Defective Product, Bimbo may, at its sole discretion: i) return the Defective Products at the Supplier's risk and expense; ii) request repair or replacement; or iii) proceed with the destruction of the Product. None of these actions will entitle the Supplier to compensation and Bimbo will be indemnified from all damages, claims, costs and expenses arising from the Defective Product.

**10.1.4.** Products remedied by repair or replacement will be subject to the same terms as the original product and a new warranty period will begin.

**10.1.5.** Pending resolution of the defect by the Supplier, Bimbo is authorized to offset or retain the amount equivalent to the value of the Order.

**10.1.6.** The Supplier is liable for damages in accordance with the law.

**10.1.7** Supplier shall indemnify Bimbo for costs and expenses (including logistics and the value of the affected products) arising from withdrawals, recalls or discontinuances of sale caused by Supplier's actions, and shall fully assist in the implementation of such measures.

**10.2 Services:** The Supplier is responsible pursuant to the law and holds Bimbo harmless from any third party claims for acts or facts connected to the activities entrusted to him.

The Supplier shall indemnify Bimbo from any claim of its employees responsible for the execution of the Order and/or in any case connected to compliance with the salary, contribution, social security, fiscal, workplace safety obligations relating to the same personnel, as well as from any and all related obligations that may arise for Bimbo.

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## 11. INSURANCE

**11.1.** The Supplier undertakes to take out, with a leading insurance company, an insurance policy for RCT/RCO/RCP liability with a maximum coverage of at least €5,000,000.00.

**11.2.** BIMBO reserves the right to verify the policy conditions and to request in writing the integration of the guarantees provided and any adjustment of the amounts deducted from the maximum limit, in consideration of the actual risk existing.

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## 12. CONFIDENTIALITY

**12.1.** Except for communications to subcontractors and Affiliates on a "need-to-know" basis, or if required by judicial authorities, neither party may, during the term of the contract and thereafter, disclose to third parties any technical or commercial information, samples, or other material of the other party ("Confidential Information"), nor use it for purposes other than those intended. The Supplier undertakes to ensure compliance with this obligation by its subcontractors and collaborators.

**12.2.** The party sharing Confidential Information with subcontractors or Affiliates remains responsible for any violations of this section by such subcontractors or Affiliates.

**12.3.** Confidentiality obligations do not apply to information that: (i) is in the public domain without infringement by the receiving party; (ii) the receiving party can demonstrate that it has obtained it lawfully from a third party; (iii) is required by law or by

authorities, but in such case the party shall notify the other party in writing to allow for protective measures; (iv) is independently developed in a documentary manner.

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## 13. TERMINATION OF THE CONTRACT

**13.1.** Bimbo may automatically terminate the Order with immediate effect from the communication sent to the Supplier via PEC if the Supplier:

- a) becomes or is considered insolvent or is subject to bankruptcy proceedings;

- b) suspends its activity or gives signs of potential suspension thereof;

- c) commits a serious or repeated violation of the Order or of workplace safety or contribution obligations;

**13.2** Termination of the Order shall leave intact any obligations which continue in nature, including, but not limited to:

- (i) art. 10 – Supplier's liability;

- (ii) art. 12 – Confidentiality;

- (iii) contractual and legal guarantees

- (iii) art. 15 – Legislation and competent court.

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## 14. MISCELLANEOUS

**14.1. Communications:** Unless otherwise indicated in the Order, all communications must be made in writing and sent via certified electronic mail or equivalent means.

**14.2. Severability Clause:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain valid, or will be modified to reflect the original intent of the parties.

**14.3. Failure to Exercise:** Failure to exercise any right does not constitute a waiver of that right.

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## 15. LEGISLATION AND COMPETENT COURT

Italian law applies; in the event of disputes, the competent court will be that of Modena with the exclusion of any other court.